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OCWEN LOAN SERVICING, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JEFFREY KUNS, an individual, on
his own behalf and on behalf of all
others similarly situated,

Plaintiff,

v.

OCWEN LOAN SERVICING, LLC,
a Delaware limited liability
company, and DOES 1-100,
inclusive,

Defendants.

Case No. **CV 12-7118**

**DEFENDANT OCWEN LOAN
SERVICING, LLC'S NOTICE OF
REMOVAL**

(28 U.S.C. §§ 1332, 1441, 1446 & 1453)

(Los Angeles County Superior Court
Case No. BC 488534)

[Declaration of Sandra Lyew filed
concurrently herewith]

NOTICE OF REMOVAL

Defendant Ocwen Loan Servicing, LLC ("Ocwen") hereby removes the
above-captioned action from the Superior Court for the State of California, County
of Los Angeles, to the United States District Court for the Central District of
California pursuant to 28 U.S.C. §§ 1332, 1441, and 1446. As set forth more fully
below, this Court has jurisdiction over this action pursuant to the Class Action
Fairness Act of 2005 ("CAFA") because plaintiff's complaint commenced litigation
that could have been originally filed in this Court pursuant to 28 U.S.C. § 1332(d).
As grounds for removal, Ocwen states as follows:

I. BACKGROUND

1. Plaintiff filed this action as a putative class action in the Superior Court for the State of California, County of Los Angeles, on July 17, 2012. The action bears case number BC 488534. A copy of the complaint and all other documents filed in state court are attached hereto as Exhibit A.

2. Plaintiff served a copy of the complaint and summons on Ocwen on July 19, 2012. Removal is timely because this notice has been filed within 30 days after service as required by 28 U.S.C. § 1446(b).

3. This action is removed to federal court pursuant to 28 U.S.C. § 1441 because this is a putative class action over which the Court has original jurisdiction pursuant to CAFA.

II. CAFA JURISDICTION

4. Federal diversity jurisdiction exists over this removed action pursuant to 28 U.S.C. § 1332(d), as amended by CAFA. Section 1332(d)(2) provides that United States district courts have original jurisdiction over any putative class action (1) in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs; (2) involving a plaintiff class of 100 or more members; and (3) where at least one member of the plaintiff class is a citizen of a state different from any defendant. 28 U.S.C. §§ 1332(d)(1)(B), 1332(d)(2)(A), 1332(d)(5)(B), 1332(d)(6). Plaintiff purports to bring a class action that meets each of these jurisdictional criteria, as discussed below. (Compl. ¶¶ 5, 20 (asserting entitlement to relief on behalf of a class).)

THE AMOUNT IN CONTROVERSY EXCEEDS \$5,000,000

5. Here, the amount in controversy exceeds \$5 million, exclusive of interests and costs. *See* 28 U.S.C. §§ 1332(d)(2), 1332(d)(6) (under CAFA, the amount in controversy is satisfied if the claims of the putative class exceed, in the aggregate, \$5 million, exclusive of interest and costs).

1 6. Plaintiff alleges that he purchased a California residence using a
2 purchase money loan and that this residence was eventually sold via non-judicial
3 foreclosure. (Compl. ¶¶ 1, 16-17.) He alleges that there was a deficiency from the
4 sale of his residence because the proceeds from the foreclosure sale were less than
5 the outstanding balance on his loan. (*Id.*) He contends that under California law,
6 there can be “no deficiency liability” following the non-judicial foreclosure of a
7 California residence or the foreclosure of an owner-occupied residence which was
8 financed with a purchase money mortgage. (*Id.* ¶ 2.) Plaintiff alleges that
9 following the foreclosure sale of his residence, Ocwen reported information to
10 credit reporting agencies indicating that plaintiff was liable for the deficiency after
11 foreclosure. (*Id.* ¶¶ 3, 17-19.) Plaintiff contends that this information was
12 “inaccurate or incomplete” because Ocwen “failed to indicate or disclose that
13 [plaintiff] was not liable for the deficiency from the foreclosure of his home.” (*Id.*)
14 As a result of Ocwen’s alleged conduct, plaintiff asserts a claim for violation of the
15 California Consumer Credit Reporting Agencies Act, California Civil Code
16 § 1785.25 (“CCRAA”). (*Id.* ¶¶ 19, 31-38.)

17 7. Plaintiff alleges that Ocwen similarly violated the CCRAA with
18 respect to a putative class of California borrowers with loan accounts serviced by
19 Ocwen. (*Id.* ¶¶ 20, 29-30.) Specifically, plaintiff alleges that Ocwen provided
20 information to credit reporting agencies indicating that borrowers owed a
21 deficiency following the non-judicial foreclosure sale of their residence or the
22 foreclosure sale of an owner-occupied residential property that was secured by a
23 purchase money loan, and plaintiff contends that such reporting was inaccurate and
24 incomplete because Ocwen failed to indicate or disclose that the putative class
25 members had no liability for these deficiencies. (*Id.* ¶¶ 29-30, 35.)

26 1. On the basis of these allegations, plaintiff seeks to certify a class
27 consisting of *inter alia* “[a]ll natural persons residing in California at the time
28 Ocwen Loan Servicing, LLC reported information to TransUnion, Experian, and/or

1 Equifax which [] indicated that such person was liable for the deficiency from [] a
 2 non-judicial foreclosure of a mortgage for a residential property in California.”
 3 (Compl. ¶ 20.)¹ Among other relief, plaintiff seeks statutory punitive damages,
 4 actual damages, attorneys’ fees, and injunctive relief, on behalf of himself and the
 5 putative class. (*Id.* ¶ 38, Prayer for Relief.)

6 2. Under the CCRAA, “putative class members would be entitled to
 7 [p]unitive damages of not less than one hundred dollars (\$ 100) nor more than five
 8 thousand dollars (\$ 5,000) . . .” for willful violations. *Wang v. Asset Acceptance,*
 9 *LLC*, 680 F. Supp. 2d 1122, 1124-25 (N.D. Cal. 2010) (internal quotations omitted)
 10 (citing Cal. Civ. Code § 1785.31(a)(2) and denying motion for remand where
 11 estimated size of putative class multiplied by minimum amount of punitive
 12 damages per class member far exceeded CAFA amount in controversy threshold).
 13 (*See* Compl. ¶ 6.)

14 3. While Ocwen generally denies plaintiff’s allegations and further
 15 denies that any class could be certified pursuant to Fed. R. Civ. P. 23 or on any
 16 other basis, from July 1, 2010 through June 30, 2012, Ocwen engaged in credit
 17 reporting for approximately 5,101 California loans where the reporting indicated
 18 that a foreclosure sale had occurred on the property secured by the loan. (Lyew
 19 Decl. at ¶ 3.) For approximately 4,730 of these loans, Ocwen reported a positive
 20 balance on the loan account to the three major credit bureaus following foreclosure
 21 sale of the property. (*Id.*) The overwhelming majority of the foreclosures

22 ¹ In full, plaintiff’s proposed class definition includes “[A]ll natural persons
 23 residing in California at the time Ocwen Loan Servicing, LLC reported information
 24 to TransUnion, Experian, and/or Equifax which (a) indicated that such person was
 25 liable for the deficiency from (i) a non-judicial foreclosure of a mortgage for a
 26 residential property in California; *or* (ii) a foreclosure of a purchase money
 27 mortgage for an owner-occupied residential property in California with less than
 28 five units; *or* which (b) indicated that such person’s liability for a deficiency from
 (i) a non-judicial foreclosure of a mortgage for a residential property in California;
or (ii) a foreclosure of a purchase money mortgage for owner-occupied residential
 property in California with less than five units was discharged in bankruptcy when
 the bankruptcy occurred after foreclosure.” (Compl. ¶ 20 (emphasis added).)

1 associated with these loans were conducted non-judicially. (*Id.*) Assuming that
 2 plaintiff sought to recover the maximum \$5,000 in punitive damages for each such
 3 loan,² the amount in controversy would well exceed the CAFA threshold of
 4 \$5 million.³ See *Wang*, 680 F. Supp. 2d at 1124-25.

5 4. With respect to actual damages, plaintiff alleges that he and other
 6 members of the putative class suffered actual injury in the form of “emotional
 7 distress, declined and reduced credit, forced purchase of credit reports and credit
 8 monitoring [services], postage and private courier costs, mileage, long-distance
 9 telephone charges, lost cell phone airtime, [and] increased credit costs.” (Compl.
 10 ¶ 37.) While Ocwen disputes that plaintiff or any member of the putative class is
 11 entitled to recovery of actual damages, when plaintiff’s request for actual damages
 12 on behalf of himself and the putative class is considered in conjunction with the
 13 potential statutory damages at issue, more than \$5 million is in controversy here.
 14 See *Wang*, 680 F Supp. 2d at 1124 (finding that, although amount of actual
 15 damages was unspecified in complaint, amount in controversy threshold would be
 16 satisfied even if each putative class member only had a nominal amount of actual
 17 damages).

18 5. The above figures also do not include attorneys’ fees, which plaintiff
 19 also seeks. (Compl. ¶ 38, Prayer for Relief.) Because the fees sought are
 20 authorized by statute, an estimate of attorneys’ fees may be included in the

21
 22 ² Ocwen contends that plaintiff is not entitled to recover the damages he seeks, but
 23 the question at issue here is not whether plaintiff may be able to establish liability
 24 or prove damages, but whether the amount in controversy exceeds the jurisdictional
 25 threshold. *Lewis v. Verizon Commc’ns, Inc.*, 627 F.3d 395, 400 (9th Cir. 2010)
 (“The amount in controversy is simply an estimate of the total amount in dispute,
 not a prospective assessment of defendant’s liability.”)

26 ³ Even assuming that plaintiff sought to recover only half of the punitive damages
 27 recoverable under the CCRAA, the amount in controversy would be over the
 28 jurisdictional threshold of \$5 million, even without including any actual damages or
 attorneys’ fees, both of which plaintiff seeks and which are properly considered in
 evaluating the amount in controversy.

1 calculation of amount in controversy. *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150,
 2 1156 (9th Cir. 1998) (“We hold that where an underlying statute authorizes an
 3 award of attorneys’ fees, either with mandatory or discretionary language, such fees
 4 may be included in the amount in controversy.”); Cal. Civ. Code § 1785.31(d)
 5 (prevailing party in CCRAA action entitled to court costs and attorneys’ fees).
 6 Accordingly, if attorneys’ fees are included in the calculation of the amount in
 7 controversy, more than \$5 million is in controversy here.

8 **THE CLASS CONSISTS OF OVER 100 CLASS MEMBERS**

9 6. As discussed above, plaintiff seeks to certify a class consisting of *inter*
 10 *alia* “[a]ll natural persons residing in California at the time Ocwen Loan Servicing,
 11 LLC reported information to TransUnion, Experian, and/or Equifax which []
 12 indicated that such person was liable for the deficiency from [] a non-judicial
 13 foreclosure of a mortgage for a residential property in California.” (Compl. ¶ 20.)

14 7. While Ocwen denies that any class could be certified pursuant to Fed.
 15 R. Civ. P. 23 or on any other basis, as explained in paragraph 10 above, the putative
 16 class here significantly exceeds 100 members given that, since July 2010, Ocwen
 17 has reported positive balances to the three major credit bureaus for approximately
 18 4,730 California loans following the foreclosure sale of the property secured by the
 19 loan (where the overwhelming majority of these foreclosures were conducted non-
 20 judicially). (Lyew Decl. ¶ 3.)

21 **DIVERSITY OF CITIZENSHIP EXISTS AS REQUIRED BY CAFA**

22 8. There is a diversity of citizenship between plaintiff and Ocwen.

23 9. Plaintiff is a resident of California. (Compl. ¶ 7.) Plaintiff has not
 24 alleged any alternative state of residence or intent to stay indefinitely in such state.
 25 (See Compl.) Accordingly, plaintiff is domiciled in California and is therefore a
 26 citizen of California. *See Lew v. Moss*, 797 F. 2d 747, 750 (9th Cir. 1986) (“A
 27 change in domicile requires the confluence of (a) a physical presence at the new
 28 location with (b) an intention to remain there indefinitely.”); *State Farm Mut. Auto*

1 *Ins. Co. v. Dyer*, 19 F.3d 514, 520 (10th Cir. 1994) (“the place of residence is *prima*
 2 *facie* the domicile”); *Krasnov v. Dinan*, 465 F.2d 1298, 1300 (3d Cir. 1972)
 3 (“Where one lives is *prima facie* evidence of domicile”) (citing *District of*
 4 *Columbia v. Murphy*, 314 U.S. 441, 62 S. Ct. 303, 86 L. Ed. 329 (1941)); *Aqua*
 5 *Connect, Inc. v. Code Rebel, LLC*, No. 11-cv-5764, 2011 WL 5075421, *3 n.2
 6 (C.D. Cal. Oct. 25, 2011) (same); *Gutterman v. Wachovia Mortg.*, No. CV 11–
 7 1611, 2011 WL 2633167, *1 (C.D. Cal. March 31, 2011) (same).

8 10. Ocwen is a limited liability company organized under the laws of
 9 Delaware and having a principal place of business in the State of Florida. (Lyew
 10 Decl. ¶ 2.) For the purposes of CAFA, an unincorporated association is deemed to
 11 be a citizen of the state where it has its principal place of business and the state
 12 under whose laws it is organized. 28 U.S.C. § 1332(d)(10); *Ferrell v. Express*
 13 *Check Advance of South Carolina, LLC*, 591 F.3d 698, 704 (4th Cir. 2010); *Roling*
 14 *v. E*Trade Sec., LLC*, 756 F. Supp. 2d 1179, 1184-1185 (N.D. Cal. 2010).
 15 Therefore, under CAFA, Ocwen is a citizen of Delaware and Florida.

16 11. Because plaintiff is a citizen of California and Ocwen is a citizen of
 17 Delaware and Florida, at least one class member and one defendant are diverse
 18 from one another as required by CAFA.

19 **NONE OF THE EXCEPTIONS TO CAFA APPLIES TO THIS ACTION**

20 12. CAFA contains a number of exceptions which, where applicable,
 21 prevent the Court from exercising jurisdiction over a class action, even where that
 22 class action meets CAFA’s threshold requirements triggering diversity jurisdiction.
 23 None of these exceptions applies to the present case.

24 13. Under CAFA’s “Local Controversy Exception,” an action is not
 25 removable if (1) more than two-thirds of the class are citizens of the state in which
 26 the action was filed; (2) at least one defendant whose conduct forms a significant
 27 basis of the claims is a citizen of the state in which the action was filed; (3) the
 28 principal injuries occurred in the state where the action was filed; and (4) no class

1 action has been filed alleging the same claims against any of the defendants in the
2 last three years. *See* 28 U.S.C. § 1332(d)(4)(A). This exception is not applicable
3 here because Ocwen is not a citizen of California.

4 14. Under CAFA's "Home State Exception," an action is not removable if
5 at least two-thirds of class members and all primary defendants are citizens of the
6 state in which the action was filed. *See* 28 U.S.C. § 1332(d)(4)(B). This exception
7 is not applicable here because Ocwen is not a citizen of California.

8 15. Accordingly, the exceptions to CAFA do not apply to this action and
9 this court has diversity jurisdiction over this action because matter in controversy
10 exceeds the sum or value of \$5,000,000, exclusive of interest and cost, the putative
11 class includes 100 or more members, and there is at least one member of the
12 putative class that is a citizen of a state different from any defendant.

13 III. VENUE

14 16. The Superior Court of the State of California, County of Los Angeles
15 is located within the Central District of California, Western Division. *See* 28
16 U.S.C. § 84(c)(2). Therefore, venue is proper pursuant to 28 U.S.C. § 1441(a)
17 because the District Court for the Central District of California is the "district and
18 division embracing the place where such action is pending."

19 V. NOTICE

20 17. Pursuant to 28 U.S.C. § 1446(a), concurrently with the filing of this
21 Notice, a copy of this Notice of Removal is being served upon counsel for plaintiff
22 and a copy this Notice of Removal is being filed with the Clerk of the Superior
23 Court of California, County of Los Angeles.

24 WHEREFORE, Ocwen respectfully removes this Action from the Superior
25 Court of California, County of Los Angeles to this Court.

1 Dated: August 17, 2012

2 Respectfully submitted,

3 O'MELVENY & MYERS LLP
4 ELIZABETH L. MCKEEN
5 DANIELLE N. OAKLEY
6 EDGAR H. MARTINEZ

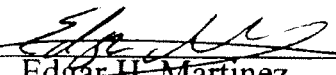
7 By: 
8 Edgar H. Martinez
9 Attorneys for Defendant
10 OCWEN LOAN SERVICING, L.L.C.
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Exhibit A

Exhibit A

D-322
Kenneth Freeman

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUL 17 2012

John A. Clarke, Executive Officer/Clerk
BY *[Signature]* Deputy
May Flores

Attorneys for Plaintiff Jeffrey Kuns, on his own behalf,
and on behalf of all others similarly situated

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

JEFFREY KUNS, an individual, on
his own behalf and on behalf of all
others similarly situated,

No. **BC488534**

UNLIMITED CIVIL ACTION

**CLASS ACTION COMPLAINT
FOR VIOLATION OF CONSUMER
CREDIT REPORTING AGENCIES
ACT, CIVIL CODE, § 1785.25(A).**

Plaintiffs,

v.

OCWEN LOAN SERVICING, LLC,
a Delaware limited liability
company, and DOES 1-100,
inclusive,

DEMAND FOR JURY TRIAL

Defendants.

BY FAX

CLASS ACTION COMPLAINT

Plaintiff Jeffrey Kuns ("Kuns" or "Plaintiff"), makes this complaint against Defendant Ocwen Loan Servicing, LLC ("Ocwen" or "Defendant"), and Does 1 to 100 (collectively, "Defendants"). Plaintiff's allegations as to his own actions are based on personal knowledge. The other allegations are based on his counsel's investigation of publicly available documents and interviews with witnesses, and information and belief.

Introduction

1. Kuns purchased a residence in Nevada City, California in June 2009 with a purchase money loan. Ocwen serviced the loan. After the loan, Kuns was unable to make mortgage payments. Kuns's residence was sold through a non-judicial foreclosure on December 21, 2009. There was a deficiency from the sale of the home – that is, the proceeds were less than the amount of the loan.

Class Action Complaint

CIT/CASE: BC488534 LEAD/CFM:
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1 time of the foreclosure.

2 2. At least two provisions of the California Code of Civil Procedure bar
3 deficiency liability in Kuns's situation. First, there is no deficiency liability on a
4 mortgage after a non-judicial foreclosure:

5 No judgment shall be rendered for any deficiency upon a note secured
6 by a deed of trust or mortgage upon real property . . . hereafter
7 executed in any case in which the real property . . . has been sold by
the mortgagee or trustee under power of sale contained in the
mortgage or deed of trust.

8 (Code Civ. Proc., § 580d.) Second, there is no deficiency liability after foreclosure
9 on a purchase money mortgage for a personal residence that is used by less than
10 five families:

11 No deficiency judgment shall lie in any event after a sale of real
12 property . . . under a deed of trust or mortgage on a dwelling for not
13 more than four families given to a lender to secure repayment of a
loan which was in fact used to pay all or part of the purchase price of
that dwelling occupied, entirely or in part, by the purchaser.

14 (Code Civ. Proc., § 580b.) Simply put, California law precludes deficiency liability
15 in the situation that Kuns faced.

16 3. However, after the December 2009 foreclosure, Ocwen furnished
17 information to credit reporting agencies was inaccurate or incomplete because it
18 indicated that Kuns was liable for the deficiency after the foreclosure.

19 4. The Consumer Credit Reporting Agencies Act ("CCRAA") (Civ.
20 Code, §§ 1785.1 to 1785.36) regulates furnishing information to credit reporting
21 agencies. In particular, the CCRAA prohibits furnishing information on specific
22 transactions "to any consumer credit reporting agency if the person knows or
23 should know the information is incomplete or inaccurate." (Civ. Code, § 1785.25,
24 subd. (a).)

25 5. Ocwen services mortgage loans on residences throughout California,
26 and many of those mortgages have been foreclosed. On information and belief,
27 Ocwen furnishes information to credit reporting agencies that many consumers
28 owe the deficiencies from the non-judicial foreclosures or foreclosures of purchase

1 money mortgages on residences in California. Ocwen's credit reporting concerning
2 these individuals is inaccurate and incomplete.

3 6. Ocwen's practices violate section 1785.25(a) of the CCRAA. On his
4 own behalf and on behalf of all similarly situated persons, Kuns seeks actual
5 damages, statutory punitive damages, and injunctive relief under section 1785.31
6 of the CCRAA.

7 **Parties**

8 7. Plaintiff Jeffrey Kuns is a natural person who resided in Los Angeles
9 County at the times relevant to this complaint. Kuns brings this action on behalf of
10 himself and others similarly situated.

11 8. Defendant Ocwen Loan Servicing, LLC is a Delaware limited liability
12 company which maintains offices at 1661 Worthington Road, Suite 100, West
13 Palm Beach, Florida 33409.

14 9. Plaintiff is currently ignorant of the true names and capacities,
15 whether individual, corporate, associate, or otherwise, of the Defendants sued
16 herein under the fictitious names Does 1 through 100, inclusive, and therefore, sues
17 such Defendants by such fictitious names. Plaintiff will seek leave to amend this
18 complaint to allege the true names and capacities of said fictitiously named
19 Defendants when their true names and capacities have been ascertained. Plaintiff is
20 informed and believes and based thereon alleges that each of the fictitiously named
21 Doe Defendants is legally responsible in some manner for the events and
22 occurrences alleged herein, and for the damages suffered by plaintiff. On
23 information and belief, all Doe Defendants are citizens of California.

24 10. Plaintiff is informed and believes and based thereon alleges that all
25 defendants, including the fictitious Doe Defendants, were at all relevant times
26 acting as actual agents, conspirators, ostensible agents, partners and/or joint
27 venturers and employees of all other defendants, and that all acts alleged herein
28 occurred within the course and scope of said agency, employment, partnership, and

1 joint venture, conspiracy or enterprise, and with the express and/or implied
2 permission, knowledge, consent, authorization and ratification of their co-
3 Defendants; however, each of these allegations are deemed "alternative" theories
4 whenever not doing so would result in a contraction with the other allegations.

5 11. All Defendants, including Does 1 through 100, are collectively
6 referred to as "Defendants" or "Ocwen."

7 12. Whenever this complaint refers to any act of Defendants, the
8 allegations shall be deemed to mean the act of those defendants named in the
9 particular cause of action, and each of them, acting individually, jointly and
10 severally, unless otherwise alleged.

11 **Jurisdiction and Venue**

12 13. This Court may exercise jurisdiction over this case and these parties
13 under Code of Civil Procedure § 410.10. This is a court of general jurisdiction, and
14 the amount in controversy exceeds this court's jurisdictional minimum.

15 14. Venue in this County is proper under Code of Civil Procedure
16 sections 395.5, because, e.g., Ocwen's liability arose in the County of Los Angeles.

17 15. All allegations in this complaint are based on information and belief
18 and/or the documents and information currently available and in the hands of
19 Plaintiff's attorneys, and are such that additional evidentiary support and detail will
20 be forthcoming after a reasonable opportunity for further investigation or
21 discovery.

22 **Kuns's Individual Claims**

23 16. Kuns purchased a residence in California with a purchase money loan.
24 The residence was sold through a non-judicial foreclosure in December 21, 2009.

25 17. There was a deficiency from the sale of the home – that is, the
26 proceeds were approximately \$400,000 less than the amount of the loan at the time
27 of the foreclosure. Immediately prior to filing for bankruptcy in June 16, 2011, he
28 discovered that Ocwen had furnished information to Equifax and possibly other

1 credit reporting agencies (collectively, "CRAs") suggesting that Kuns was liable
 2 for this deficiency. (In the alternative or in addition, Ocwen did not correct
 3 outdated information which misleadingly suggested that Kuns was liable for the
 4 deficiency from the foreclosure of his home.) Kuns has no notice of how Ocwen
 5 had reported this deficiency until he reviewed his credit report in preparation for
 6 his bankruptcy on or about June 16, 2011.

7 18. In October 2011, Ocwen reported to Equifax credit reporting agencies
 8 that Kuns's liability for the deficiency was eliminated through his June 2011
 9 bankruptcy – again, suggesting that Kuns had liability for the deficiency after
 10 Ocwen foreclosed on his home.

11 19. The information Ocwen furnished to Equifax was incomplete and
 12 inaccurate because it failed to indicate or disclose that Kuns was not liable for the
 13 deficiency from the foreclosure of his home. Under Code of Civil Procedure
 14 sections 580b and 580d, Kuns was not liable for the deficiency from a non-judicial
 15 foreclosure of a personal residence under a purchase money loan. The CCRAA
 16 prohibits furnishing information on specific transactions "to any consumer credit
 17 reporting agency if the person knows or should know the information is incomplete
 18 or inaccurate." (Civ. Code, § 1785.25, subd. (a).) Ocwen's credit reporting violated
 19 CCRAA section 1785.25.

20 Class Certification Allegations

21 20. **Class Definition:** Kuns seeks to certify a class and brings this
 22 Complaint against the Defendants, pursuant to Code of Civil Procedure section
 23 382, on behalf of himself and the following class:

24 All natural persons residing in California at the time Ocwen Loan
 25 Servicing, LLC reported information to TransUnion, Experian, and/or
 26 Equifax which (a) indicated that such person was liable for the
 deficiency from

- 27 (i) a non-judicial foreclosure of a mortgage for a residential
property in California; or
- 28 (ii) a foreclosure of a purchase money mortgage for an

owner-occupied residential property in California with less than five units; or

which (b) indicated that such person's liability for a deficiency from

(i) a non-judicial foreclosure of a mortgage for a residential property in California; or

(ii) a foreclosure of a purchase money mortgage for an owner-occupied residential property in California with less than five units

was discharged in bankruptcy when the bankruptcy occurred after the foreclosure ("the Class").

To the extent Ocwen asserts that other allegations in this Complaint alter the

foregoing class definition, this paragraph and the next paragraph control and

supersede all of Plaintiff's other allegations. Excluded from the class are

Defendants, any entity in which Defendants have a controlling interest or which

has a controlling interest in Defendants, and Defendants' agents, legal

representatives, predecessors, successors, assigns, and employees. Also excluded

from the class are the judge and staff to whom this case is assigned, and any

member of the judge's immediate family. Kuns reserves the right to revise the

definition of the Class based on facts learned during discovery. Kuns is a member

of the Class that he seeks to represent.

21. The Class is narrowly defined. Consistent with the definition of the

Class set forth above, Kuns does not allege that all of Ocwen's credit reporting

violated the CCRAA. First, the Class is limited to deficiencies arising from either

(a) a non-judicial foreclosure of a mortgage on a residential property in California;

or (b) a foreclosure of a purchase money mortgage on an owner-occupied

residential property in California with less than five units. Most of the mortgages

that Ocwen serviced do not fall into either of these categories. Second, the Class

only concerns individuals residing in California at the time Ocwen reported the

deficiency. Ocwen furnishes information to credit reporting agencies on consumers

nationwide; most of Ocwen's credit-reporting does not include California

residents.

1 22. **Class Numerosity:** The exact number of members of the Class is
2 unknown and is not available to Plaintiff at this time, but such information is
3 readily ascertainable by Defendants. Inferring from Ocwen's size and the likely
4 volume of its credit-reporting, Plaintiff asserts that the number of Class members
5 exceeds forty (40), so that individual joinder of all members of the Class is likely
6 to be impracticable. However, based on the allegations in the preceding paragraph,
7 Kuns expressly disavows any allegation that the number of Class members
8 necessarily exceeds forty.

9 23. **Class Commonality:** Common questions of fact and law exist as to
10 all members of the Class and predominate over the questions affecting only
11 individual members of the Class. Identification of the individuals who qualify as a
12 member of the Class will be sufficient to establish liability to the Class member.

13 24. **Typicality:** Plaintiff's claims are typical of the claims of the other
14 members of the Class. Plaintiff is not different in any relevant way from any other
15 member of the Class, and the relief he seeks is common to the Class.

16 25. **Adequate Representation:** Plaintiff will fairly and adequately
17 represent and protect the interests of the other members of the Class: his interests
18 do not conflict with their interests. Plaintiff has retained counsel competent and
19 experienced in complex class actions, and they intend to prosecute this action
20 vigorously.

21 26. **Predominance and Superiority:** The Class alleged in this Complaint
22 is appropriate for certification because class proceedings are superior to all other
23 available methods for the fair and efficient adjudication of this controversy, since
24 joinder of all members is impracticable. The damages suffered by each individual
25 member of the Class will likely be relatively small, especially given the burden and
26 expense of individual prosecution of the complex litigation necessitated by
27 Defendants' actions. It would be virtually impossible for Class members to
28 individually obtain effective relief from Defendants' misconduct. Even if Class

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1 Class members' liability for such deficiencies was discharged in bankruptcy.

2 30. Under Code of Civil Procedure sections 580b and 580d, Class
3 members are not liable for the foregoing deficiencies. Therefore, Ocwen regularly
4 furnishes inaccurate and incomplete information about these deficiencies to credit
5 reporting agencies. Ocwen's credit reporting violates section 1785.25(a) of the
6 CCRAA.

7 **FIRST CAUSE OF ACTION: Violation of the**
8 **Consumer Credit Reporting Agencies Act (Civ. Code, § 1785.25) Against**
9 **Ocwen by Plaintiff Individually and on Behalf of the Class**

10 31. Plaintiff incorporates by reference and re-alleges all paragraphs
11 previously alleged herein.

12 32. TransUnion, Experian, and Equifax are consumer credit reporting
13 agencies, under the meaning of Civil Code section 1785.3, subdivision (d).

14 33. The CCRAA prohibits persons from furnishing information on
15 specific transactions "to any consumer credit reporting agency if the person knows
16 or should know the information is incomplete or inaccurate." (Civ. Code, §
17 1785.25, subd. (a).)

18 34. Kuns and the other Class members had mortgages which were
19 foreclosed. Under Code of Civil Procedure sections 580b and 580d, Kuns and the
20 other Class members were not liable for the deficiency from these foreclosures.

21 35. Ocwen nonetheless furnished information to the CRAs was
22 incomplete and inaccurate because it failed to indicate or disclose that Kuns and
23 the other Class members had no liability for the foregoing deficiencies. The
24 CCRAA prohibits furnishing information on specific transactions "to any
25 consumer credit reporting agency if the person knows or should know the
26 information is incomplete or inaccurate." (Civ. Code, § 1785.25, subd. (a).)
27 Defendants violated CCRAA section 1785.25.

28 36. Defendants intentionally transmitted information concerning the
foregoing foreclosures to the credit reporting agencies. Defendants thereby

1 willfully violated CCRAA section 1785.25.

2 37. Kuns and the other members of the Class have suffered actual injury
3 as a result of the Defendants' violations of the CCRAA. These injuries may
4 include emotional distress, declined and reduced credit, forced purchase of credit
5 reports and credit monitoring, postage and private courier costs, mileage, long-
6 distance telephone charges, lost cell phone airtime, increased credit costs, and

7 38. Kuns and the other members of the Class seek to recover actual and
8 statutory punitive damages, injunctive and equitable relief, and the costs of the
9 action (including attorneys' fees) under Civil Code § 1785.31.

10 WHEREFORE, Plaintiff Jeffrey Kuns prays that the Court enter judgment
11 and orders in his favor and against Ocwen Loan Servicing, LLC and Does 1 to 100
12 as follows:

- 13 a. An order certifying the Class, directing that this case proceed as
14 a class action, and appointing Kuns and his counsel to represent
15 the Class;
16 b. Judgment against Defendants, and in favor of Kuns and the
17 other Class members for actual damages and statutory punitive
18 damages, proven at trial;
19 c. Equitable and injunctive relief, including injunctions enjoining
20 further violations of the CCRAA;
21 e. An order granting the costs of the action (including attorneys'
22 fees); and
23 f. Such other and further relief as this Court may deem
24 appropriate.

25 Dated: July 12, 2012

By: 

Jonathan Cothran (259210)
J. COTHRAN LAW OFFICES
2230 West Chapman Avenue, Suite 200
Orange, California 92868
(714) 974-5600
(888) 958-3028
jpcothranlaw@gmail.com

*Attorneys for Plaintiff Jeffrey Kuns, on his own
behalf, and on behalf of all others similarly
situated*

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury of all issues so triable.

Dated: July 12, 2012

By: 

Jonathan Cothran (259210)
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2230 West Chapman Avenue, Suite 200
Orange, California 92868
(714) 974-5600
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jpcothranlaw@gmail.com

*Attorneys for Plaintiff Jeffrey Kuns, on his own
behalf, and on behalf of all others similarly
situated*

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Jury Demand

07/17/12

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

OCWEN LOAN SERVICING, LLC, a Delaware limited liability
companies, and DOES I-100, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JEFFREY KUNS, an individual, on his own behalf and on behalf of all
others similarly situated

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUL 17 2012

John A. Clarke, Executive Officer/Clerk

BY Mary Flores, Deputy

NOTICE: You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO:** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desecher el caso.

The name and address of the court is: Superior Court for Los Angeles County
(El nombre y dirección de la corte es:) Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles 90012

CASE NUMBER:
(Número del Caso):

BC 488534

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es:) Jonathan Cothran, 2230 West Chapman Avenue, Suite 200, Orange, CA 92868, (714) 974-5600

DATE:
(Fecha): JUL 17 2012

JOHN A. CLARKE,

Clerk, by
(Secretario)

Mary Flores

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

OCWEN LOAN SERVICING, LLC, a Delaware limited liability
companies

3. ☒ on behalf of (specify): Companies

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

4. ☒ other (specify): Limited liability company.
5. ☐ by personal delivery on (date):

Page 1 of 1

Code of Civil Procedure §§ 412.20, 466
www.courtinfo.ca.gov

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 (Rev. July 1, 2009)

SUMMONS



CORPORATION SERVICE COMPANY

Notice of Service of Process

null / ALL
Transmittal Number: 10134587
Date Processed: 07/19/2012

Primary Contact: Jeffrey McCabe
Ocwen Financial Corporation
1661 Worthington Road
Suite 100
West Palm Beach, FL 33409

Entity:	Ocwen Loan Servicing, LLC Entity ID Number 2122003
Entity Served:	Ocwen Loan Servicing, LLC
Title of Action:	Jeffrey Kuns vs. Ocwen Loan Servicing, LLC
Document(s) Type:	Summons/Complaint
Nature of Action:	Other
Court/Agency:	Los Angeles County Superior Court, California
Case/Reference No:	BC488534
Jurisdiction Served:	California
Date Served on CSC:	07/19/2012
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Jonathan Cothran 714-974-5600

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
CSC is SAS70 Type II certified for its Litigation Management System.
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jonathan Cothran (239210) J. COTHRAN LAW OFFICES 2230 West Chapman Avenue, Suite 200 Orange, California 92868 TELEPHONE NO.: (714) 974-5600 FAX NO.: (888) 958-3028 ATTORNEY FOR (Name): Jeffrey Kuns	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES JUL 17 2012 John A. Clarke, Executive Officer/Clerk BY <u>Mary Floris</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk (County) Courthouse	CASE NAME: Kuns v. Ocwen Loan Servicing, LLC
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: BC488534 JUDGE: DEPT: BY FAX

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PUPD/WO (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PUPD/WO (23) Non-PUPD/WO (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PUPD/WO tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (08) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary, declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): One
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 12, 2012

Jonathan Cothran

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

 Form Adopted for Mandatory Use
 Judicial Council of California
 CM-010 (Rev. July 1, 2007)
CIVIL CASE COVER SHEET
 Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740,
 Cal. Standards of Judicial Administration, std. 3.10
 www.courtinfo.ca.gov

 American LegalNet, Inc.
 www.PowersOfLaw.com

07/17/12

SHORT TITLE Kuns v. Ocwen Loan Servicing, LLC	CASE NUMBER BC 48 853 4
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

BY FAX

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☐ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 10 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in Central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office. |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7280 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 4.	

8/17/12

LACIV 109 (Rev. 03/11)
LASC Approved 03-04

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

Local Rule 2.0
Page 1 of 4

SHORT TITLE: Kuns v. Ocwen Loan Servicing, LLC	CASE NUMBER:
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (08) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 8.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6080 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 8.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 8.
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 8.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 8.

08/17/12

 LACIV 109 (Rev. 03/11)
 LASC Approved 03-04

**CIVIL CASE COVER SHEET ADDENDUM
 AND STATEMENT OF LOCATION**

 Local Rule 2.0
 Page 2 of 4

SHORT TITLE: Kuns v. Ocwen Loan Servicing, LLC		CASE NUMBER:
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6106 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (26)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 8. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

LACIV 109 (Rev. 03/11)

LASC Approved 03-04

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

Local Rule 2.0

Page 3 of 4

SHORT TITLE: Kuns v. Owen Loan Servicing, LLC	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.	ADDRESS: 10851 Virginia Avenue Whittier, California 90603	
CITY: Whittier	STATE: CA	ZIP CODE: 90603

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: July 12, 2012


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

07/17/12

LACIV 109 (Rev. 03/11)
LASC Approved 03-04

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

Local Rule 2.0
Page 4 of 4

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 07/25/12

DEPT. 322

HONORABLE Kenneth R. Freeman

JUDGE D. McCULLOUGH

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

T. TENNYSON, C.A.

Deputy Sheriff

NONE

Reporter

9:00 am BC488534

JEFFREY KUNS

VS

OCWEN LOAN SERVICING LLC

Plaintiff
CounselDefendant
Counsel

NO APPEARANCES

NATURE OF PROCEEDINGS:

COURT ORDER REGARDING NEWLY FILED CLASS ACTION

By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. The Clerk's Office has randomly assigned this case to Department 322, Central Civil West Courthouse for all purposes.

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for October 5, 2012 at 1:30 p.m. in this department. At least 10 days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. The Initial Status Conference Order is to help the Court and the parties manage this complex case by developing an orderly schedule for briefing, discovery, and court hearings. The parties are informally encouraged to exchange documents and information as may be useful for case evaluation.

Responsive pleadings shall not be filed until further Order of the Court. Parties must file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of Appearance shall not constitute a waiver of any

Page 1 of 3 DEPT. 322

MINUTES ENTERED 07/25/12 COUNTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 07/25/12

DEPT. 322

HONORABLE Kenneth R. Freeman

JUDGE

D. McCULLOUGH

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

T. TENNYSON, C.A.

Deputy Sheriff

NONE

Reporter

9:00 am

BC488534

Plaintiff

Counsel

JEFFREY KUNS

VS

Defendant

Counsel

OCWEN LOAN SERVICING LLC

NO APPEARANCES

NATURE OF PROCEEDINGS:

substantive or procedural challenge to the Complaint. Nothing in this order stays the time for filing an Affidavit of Prejudice pursuant to Code of Civil Procedure Section 170.6.

According to Government Code Section 70616(c), each party shall pay a fee of \$1,000.00 to the Los Angeles Superior Court within 10 calendar days from this date.

The plaintiff must serve a copy of this minute order on all parties forthwith and file a Proof of Service in this department within seven days of service.

CLERK'S CERTIFICATE OF MAILING

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order of this date upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Page 2 of 3 DEPT. 322

MINUTES ENTERED 07/25/12 COUNTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 07/25/12

DEPT. 322

HONORABLE Kenneth R. Freeman

JUDGE

D. McCULLOUGH

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

T. TENNYSON, C.A.

Deputy Sheriff

NONE

Reporter

9:00 am BC488534

JEFFREY KUNS

VS

OCWEN LOAN SERVICING LLC

Plaintiff

Counsel

Defendant

Counsel

NO APPEARANCES

NATURE OF PROCEEDINGS

Dated: July 25, 2012

John A. Clarke, Executive Officer/Clerk

By:

D. McCULLOUGH

Johathan Cothran, Esq.
 J. COTHRAN LAW OFFICES
 2230 West Chapman Avenue, Suite 200
 Orange, CA 92868

Page 3 of 3 DEPT. 322

MINUTES ENTERED
 07/25/12
 COUNTY CLERK

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUL 25 2012

John A. Clarke, Executive Officer/Clerk
BY Debra McCullough Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CENTRAL DISTRICT

JEFFREY KUNS, et al.,

Plaintiff,

vs.

OCWEN LOAN SERVICING, LLC. etc.,
et al.

Defendants.

Case No.: BC488534

INITIAL STATUS CONFERENCE ORDER
(COMPLEX LITIGATION PROGRAM)

Case Assigned for All Purposes to
Judge Kenneth R. Freeman

Department: 322

Date: October 5, 2012

Time: 1:30 p.m.

This case has been assigned for all purposes to Judge Kenneth R. Freeman in the Complex Litigation Program. An Initial Status Conference is set for October 5, 2012 at 1:30 p.m. in Department 322 located in the Central Civil West Courthouse at 600 South Commonwealth Avenue, Los Angeles, California 90005. Counsel for all parties are ordered to attend.

The court orders counsel to prepare for the Initial Status Conference by identifying and discussing the central legal and factual issues in the case. Counsel for plaintiff is ordered to initiate contact with counsel for defense to begin this process. Counsel then must negotiate and agree, as possible, on a case management plan. To this end, counsel must file a Joint Initial Status Conference Class Action Response Statement five court days before the Initial Status Conference.

INITIAL STATUS CONFERENCE ORDER

1 The Joint Response Statement must be filed on line-numbered pleading paper and must
2 specifically answer each of the below-numbered questions. Do not the use the Judicial Council
3 Form CM-110 (Case Management Statement).

4 **1. PARTIES AND COUNSEL:** Please list all presently-named class representatives and
5 presently-named defendants, together with all counsel of record, including counsel's contact and
6 email information.

7 **2. POTENTIAL ADDITIONAL PARTIES:** Does any plaintiff presently intend to add
8 more class representatives? If so, and if known, by what date and by what name? Does any
9 plaintiff presently intend to name more defendants? If so, and if known, by what date and by what
10 name? Does any appearing defendant presently intend to file a cross-complaint? If so, who will
11 be named.
12

13 **3. IMPROPERLY NAMED DEFENDANT(S):** If the complaint names the wrong
14 person or entity, please explain.
15

16 **4. ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S):** If any party
17 believes one or more named plaintiffs might not be an adequate class representative, please
18 explain. No prejudice will attach to these responses.

19 **5. ESTIMATED CLASS SIZE:** Please discuss and indicate the estimated class size.

20 **6. OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS:** Please list
21 other cases with overlapping class definitions. Please identify the court, the short caption title, the
22 docket number, and the case status.
23

24 **7. POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS ACTION**
25 **WAIVER CLAUSES:** Please include a sample of any clause of this sort. Opposing parties must
26 summarize their views on this issue.

27 **8. POTENTIAL EARLY CRUCIAL MOTIONS:** Opposing counsel are to identify and
28

1 describe the significant core issues in the case. Counsel then are to identify efficient ways to
 2 resolve those issues. The vehicles include:

- 3 ■ Motion to Compel Arbitration,
- 4 ■ Early motions in limine,
- 5 ■ Early motions about particular jury instructions and verdict forms,
- 6 ■ Demurrers,
- 7 ■ Motions to strike,
- 8 ■ Motions for judgment on the pleadings, and
- 9 ■ Motions for summary judgment and summary adjudication.

10
 11 **NOTE: Effective 2012, by stipulation a party may move for summary adjudication of**
 12 **a legal issue or a claim for damages that does not completely dispose of a cause of action, an**
 13 **affirmative defense, or an issue of duty¹. Counsels are to analyze, discuss, and report on the**
 14 **relevance of this powerful new procedure.**

15
 16 **9. CLASS CONTACT INFORMATION:** Does plaintiff need class contact information
 17 from the defendant's records? If so, do the parties consent to an "opt-out" notice process (as
 18 approved in *Belaire-West Landscape, Inc. v. Superior Court* (2007) 149 Cal.App.4th 554, 561) to
 19 precede defense delivery of this information to plaintiff's counsel? If the parties agree on the
 20 notice process, who should pay for it? Should there be a third-party administrator?

21
 22 **10. PROTECTIVE ORDERS:** Parties considering an order to protect confidential
 23 information from general disclosure should begin with the model protective orders found on the
 24 Los Angeles Superior Court Website under "Civil Tools for Litigators."

25 **11. DISCOVERY:** Please discuss discovery. Do the parties agree on a plan? If not, can

26
 27 ¹See Code Civ. Proc. § 437c, subd. (s)

1 the parties negotiate a compromise? At minimum, please summarize each side's views on
 2 discovery. The court generally allows discovery on matters relevant to class certification, which
 3 (depending on circumstances) may include factual issues also touching the merits. The court
 4 generally does not permit extensive or expensive discovery relevant only to the merits (for
 5 example, detailed damages discovery) unless a persuasive showing establishes early need. If any
 6 party seeks discovery from absent class members, please estimate how many, and also state the
 7 kind of discovery you propose².

8
 9 **12. INSURANCE COVERAGE:** Please state if (1) there is insurance for indemnity or
 10 reimbursement, and (2) whether there are any insurance coverage issues which might affect
 11 settlement.

12 **13. ALTERNATIVE DISPUTE RESOLUTION:** Please discuss ADR and state each
 13 party's position about it. If pertinent, how can the court help identify the correct neutral and
 14 prepare the case for a successful settlement negotiation?

15 **14. TIMELINE FOR CASE MANAGEMENT:** Please recommend dates and times for
 16 the following:

- 17 ■ The next status conference,
- 18 ■ A schedule for alternative dispute resolution, if it is relevant,
- 19 ■ A filing deadline for the motion for class certification, and
- 20 ■ Filing deadlines and descriptions for other anticipated non-discovery motions.

21 **15. ELECTRONIC SERVICE OF PAPERS:** For efficiency the complex program
 22 requires the parties in every new case to use a third-party cloud service, such as:

- 23 ■ Case Anywhere (www.caseanywhere.com),

24
 25
 26
 27 ² See California Rule of Court, Rule 3.768.

1 ■ CaseHomePage (www.casehomepage.com), or

2 ■ Lexis-Nexis File & Serve (www.lexisnexis.com/fileandserve).

3 Please agree on one and submit the parties' choice when filing the Joint Initial Status
4 Conference Class Action Response Statement. If there is agreement, please identify the vendor. If
5 parties cannot agree, the court will select the vendor at the Initial Status Conference. Electronic
6 service is not the same as electronic filing. Only traditional methods of filing by physical delivery
7 of original papers or by fax filing are presently acceptable.
8

9 **Reminder When Seeking To Dismiss Or To Obtain Settlement Approval:**

10 "A dismissal of an entire class action, or of any party or cause of action in a class action, requires
11 court approval. . . . Requests for dismissal must be accompanied by a declaration setting forth the
12 facts on which the party relies. The declaration must clearly state whether consideration, direct or
13 indirect, is being given for the dismissal and must describe the consideration in detail."³ If the
14 parties have settled the class action, that too will require judicial approval based on a noticed
15 motion (although it may be possible to shorten time by consent for good cause shown).
16


17 Pending further order of this Court, and except as otherwise provided in this Initial Status
18 Conference Order, these proceedings are stayed in their entirety. This stay shall preclude the
19 filing of any answer, demurrer, motion to strike, or motions challenging the jurisdiction of the
20 Court; however, any defendant may file a Notice of Appearance for purposes of identification of
21 counsel and preparation of a service list. The filing of such a Notice of Appearance shall be
22 without prejudice to any challenge to the jurisdiction of the Court, substantive or procedural
23 challenges to the Complaint, without prejudice to any affirmative defense, and without prejudice
24 to the filing of any cross-complaint in this action. This stay is issued to assist the Court and the
25

26
27 ³ California Rule of Court, Rule 3.770(a)
28

1 parties in managing this "complex" case through the development of an orderly schedule for
2 briefing and hearings on procedural and substantive challenges to the complaint and other issues
3 that may assist in the orderly management of these cases. This stay shall not preclude the parties
4 from informally exchanging documents that may assist in their initial evaluation of the issues
5 presented in this case, however shall stay all outstanding discovery requests.

6 Plaintiff's counsel is directed to serve a copy of this Initial Status Conference Order on
7 counsel for all parties, or if counsel has not been identified, on all parties, within five (5) days of
8 service of this order. If any defendant has not been served in this action, service is to be completed
9 within twenty (20) days of the date of this order.
10

11 Dated: JUL 25 2012

12
13
14 
Judge Kenneth R. Freeman

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Dolly Gee and the assigned discovery Magistrate Judge is Paul Abrams.

The case number on all documents filed with the Court should read as follows:

CV12- 7118 DMG (PLA~~x~~)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

<input checked="" type="checkbox"/> Western Division 312 N. Spring St., Rm. G-8 Los Angeles, CA 90012	<input type="checkbox"/> Southern Division 411 West Fourth St., Rm. 1-053 Santa Ana, CA 92701-4516	<input type="checkbox"/> Eastern Division 3470 Twelfth St., Rm. 134 Riverside, CA 92501
--	---	--

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEETI (a) PLAINTIFFS (Check box if you are representing yourself ☐)

Jeffrey Kuns, an individual, on his own behalf and on behalf of all others similarly situated

DEFENDANTS

Ocwen Loan Servicing, LLC, a Delaware limited liability company, and DOES 1-100, inclusive

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

Jonathan Cothran
J. COTHRAN LAW OFFICES
Orange, California 92868
(714) 974-5600
jcothranlaw@gmail.com

Attorneys (If Known)

Elizabeth L. McKeen, Danielle N. Oakley, Edgar H. Martinez
O'Melveny & Myers, LLP
610 Newport Center Drive, 17th Floor
Newport Beach, California 92660-6429
(949) 760-9600
emckeen@omm.com; doakley@omm.com; emartinez@omm.com

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ No☐ MONEY DEMANDED IN COMPLAINT: \$VI. CAUSE OF ACTION (Cite the U. S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
28 U.S.C. 1332, 1441, 1446 & 1453. Diversity jurisdiction under the Class Action Fairness Act.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS PERSONAL INJURY	TORTS PERSONAL PROPERTY	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 22 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input checked="" type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE / PENALTY	PROPERTY RIGHTS
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 630 Liquor Laws	SOCIAL SECURITY
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 61 HIA(1395ff)
<input type="checkbox"/> 891 Agricultural Act	REAL PROPERTY	IMMIGRATION	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety /Health	<input type="checkbox"/> 863 DIWC/DIWW 405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land				FEDERAL TAX SUITS
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEETVIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Florida and Delaware

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

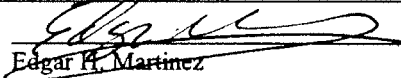
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):



Date August 17, 2012

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))